



WIRELESS SERVICE & EQUIPMENT AGREEMENT

This Service Agreement is made by and between HAMILTON.NET, INC. ("HAMILTON.NET") and Rob and Sally Sample ("CUSTOMER") and is dated October 01, 2024

CUSTOMER agrees to accept the following services from HAMILTON.NET:

WIRELESS SPEED	MONTHS	MONTHLY FEE
Required _____ Free Flow Text	<input type="checkbox"/> 3 Months <input checked="" type="checkbox"/> 6 Months	\$ Required _____ Free Flow Text
INSTALL FEE:	\$ Required _____ Free Flow Text	

The CUSTOMER is responsible for returning the equipment in working order and reusable condition at the time of disconnect or termination of service. If service is terminated at any time, either through the election of the CUSTOMER or under the terms of the contract, CUSTOMER agrees to return equipment in working to HAMILTON or pay equipment fees to HAMILTON equal to the value of the equipment as listed in this agreement.

EQUIPMENT	PRICE/UNIT
WIRELESS EQUIPMENT	\$ 380.00
EQUIPMENT COST IF UNRETURNED OR DAMAGED	\$ 380.00

The charges identified above do not include applicable taxes and surcharges. If CUSTOMER does not honor the term designated, then CUSTOMER will be liable for an early termination fee equal to the total monthly service charges identified above multiplied by the number of months remaining in this Agreement.

The attached TERMS AND CONDITIONS contain general provisions regarding the obligations of the parties under this Agreement. By signing below, CUSTOMER agrees to be bound by the TERMS AND CONDITIONS.

SIGNATURE: ^{Required} Sally S Sample October 01, 2024

PRINTED NAME: ^{Required} _____
Free Flow Text

ADDRESS: 100 Commerce Rd, Ste 500

CITY, STATE ZIP: Anytown, ST 11911-0500

PHONE: ^{Required} _____
Free Flow Text

EMAIL: _____
Free Flow Text

EMPLOYER: _____
Free Flow Text

WORK PHONE: _____
Free Flow Text



1006 12th Street
Aurora, Nebraska 68818
voice 402.694.5101
TTY 800.821.1834
toll free 800.821.1831
fax 402.694.2848

e-mail: info@hamiltontel.com
website: www.hamiltontel.com

TERMS AND CONDITIONS FOR COMMUNICATIONS SERVICES

DEFINITIONS:

"CUSTOMER" means the person, company, or business that subscribes for Services. "HAMILTON.NET" refers to HAMILTON.NET, INC. "Service(s)" refer to the communication services CUSTOMER has asked HAMILTON.NET to provide to CUSTOMER. "Service Order" means the form (whether paper or electronic) on which CUSTOMER applies for Services and includes certain terms and conditions of the Services such as the length of time CUSTOMER will subscribe to them, rate plans and the Equipment CUSTOMER has selected. "Equipment" means any communications equipment or accessories CUSTOMER purchases or leases from HAMILTON.NET.

ABOUT THESE TERMS AND CONDITIONS:

BY USING ANY HAMILTON.NET COMMUNICATIONS SERVICES, CUSTOMER IS AGREEING TO THESE TERMS AND CONDITIONS. If CUSTOMER does not wish to be bound by these Terms and Conditions, do not use the Services, and notify HAMILTON.NET immediately. HAMILTON.NET may change these Terms and Conditions at any time by posting such changes to the HAMILTON.NET website. CUSTOMER accepts the changes if CUSTOMER uses Services after such posting. If CUSTOMER does not accept the changes, CUSTOMER may terminate this Agreement by giving HAMILTON.NET notice, in which case CUSTOMER will not be subject to an early cancellation fee. CUSTOMER will still be responsible for all charges for Service and Equipment made before CUSTOMER terminated this Agreement.

ABOUT TARIFFS:

This Agreement and HAMILTON.NET'S provision of Services are subject to the provisions of any applicable federal or state tariffs.

TERMS:

Fixed Term. CUSTOMER agrees to subscribe to the Services for the length of time identified on the Service Order. The Services CUSTOMER receives after the end of the term will be provided on a month-to-month basis.

Month-to-Month Term. If no length of time is identified on the Service Order, then the term is month-to-month.

TERMINATION BY CUSTOMER:

a. **Fixed Term.** If CUSTOMER subscribes to a Service for a fixed term and CUSTOMER terminates the Service before the end of the term, or if CUSTOMER does not honor any advance notice of termination requirement, then CUSTOMER will be required to pay HAMILTON.NET an early cancellation fee as specified on the CUSTOMER Service Order. In addition, CUSTOMER remains liable for payment of all outstanding charges for all Services CUSTOMER used and Equipment CUSTOMER purchased prior to termination.

b. **Month-to-Month.** CUSTOMER may terminate a Service to which CUSTOMER subscribes on a month-to-month basis at any time by notifying HAMILTON.NET. CUSTOMER remains liable for payment of all outstanding charges for all Services CUSTOMER used and Equipment CUSTOMER purchased prior to termination.

c. **Bundled Services.** If CUSTOMER receives special rates in return for subscribing to multiple Services ("bundling") and CUSTOMER subsequently unbundles, terminates, or disconnects any of these Services at any time, then HAMILTON.NET may adjust the rates for the remaining Service(s).

d. **Change in Location.** A change in CUSTOMER service address or the location to which any Service is provided to CUSTOMER may constitute CUSTOMER termination of that Service.

TERMINATION BY HAMILTON

HAMILTON.NET may interrupt or terminate a Service: (1) if CUSTOMER does not honor any provision of these Terms and Conditions (including payment obligations), (2) if CUSTOMER uses a Service in a manner that adversely affects Service to other CUSTOMERS or harasses HAMILTON.NET'S CUSTOMERS or employees or (3) if CUSTOMER or others use a Service to engage in fraud or unlawful conduct or are suspected of doing so. HAMILTON.NET may restore such interrupted or terminated Service, in its sole discretion, following correction of the violation and payment of any amounts due, including any restoration charge HAMILTON.NET assesses for restoring CUSTOMER service.

CHARGES FOR SERVICES AND EQUIPMENT

In General, CUSTOMER is responsible for paying all charges applicable to CUSTOMER'S account, including but not limited to: access, features, and the cost of Equipment. In addition, CUSTOMER is responsible for paying any taxes, surcharges, fees, and assessments imposed from time to time in connection with the Services and the Equipment.

PAYMENTS:

HAMILTON.NET will bill CUSTOMER monthly for all charges associated with the Services, and HAMILTON.NET will invoice CUSTOMER for all charges associated with Equipment. Payment in full is due no later than the due date indicated on CUSTOMER'S bill. If CUSTOMER has authorized payment for Services or Equipment by credit card or by debiting a bank account, no additional notice or consent is required before HAMILTON.NET Invoices the credit card or debits the bank account for all amounts due to HAMILTON.NET for any reason. HAMILTON.NET may accept late payments, partial payments or any payments marked as being "payment in full" or as being settlement of any dispute without losing any of its rights under this Agreement. CUSTOMER agrees to pay costs and fees HAMILTON.NET incurs to collect any unpaid balance from CUSTOMER.

CREDITS AND DEPOSITS:

CUSTOMER authorizes HAMILTON.NET to ask credit-reporting agencies for credit information about CUSTOMER. HAMILTON.NET may, in its discretion, require CUSTOMER to submit a deposit as security for payment of charges. An additional deposit may be required if either the amount or number of Services is increased or CUSTOMER'S credit rating changes. HAMILTON.NET reserves the right to apply the deposit to any amount due and unpaid. HAMILTON.NET may require a guarantee of payment by an individual or entity approved by HAMILTON.NET.

INTERNET ACCESS RULES OF USE:

If CUSTOMER subscribes to HAMILTON.NET'S Internet Access Service, then CUSTOMER agrees that CUSTOMER may not use HAMILTON.NET'S Internet Access Service to (1) engage in illegal activity, (2) violate the network policies of any network accessed through such Service or (3) engage in any activity that interferes with other Internet users' use and enjoyment of the Internet or HAMILTON.NET'S Service.

EMAIL ADDRESSES:

HAMILTON.NET may provide email addresses in connection with the Services. CUSTOMER has no proprietary right to any such identifiers, and HAMILTON.NET reserves the right to disable them as necessary to protect the network.

SERVICES PROVIDED BY THIRD PARTIES:

The Services will be provided either by HAMILTON.NET or by third party vendors or contractors. HAMILTON.NET reserves the right to change or modify the source of any Services provided to CUSTOMER without notice.

THEFT AND FRAUD:

If CUSTOMER'S Service or Equipment is lost or stolen or fraudulently used, then CUSTOMER is responsible for all usage incurred before HAMILTON.NET receives notice from CUSTOMER of such loss or theft or fraudulent use. CUSTOMER agrees to cooperate in the investigation of fraud or theft and to provide HAMILTON.NET with such information and documentation as may be requested (including affidavits and police reports).

LIMITATION OF LIABILITY:

HAMILTON.NET'S LIABILITY REGARDING CUSTOMER USE OF THE SERVICES OR EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICES OR EQUIPMENT, IS LIMITED TO THE CHARGES CUSTOMER INCURS FOR SERVICES OR EQUIPMENT DURING THE AFFECTED PERIOD. THIS MEANS HAMILTON.NET IS NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEYS' FEES

DISCLAIMER OF WARRANTIES:

HAMILTON.NET MAKES NO WARRANTY REGARDING THE SERVICES AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HAMILTON.NET IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. HAMILTON.NET DOES NOT MANUFACTURE EQUIPMENT OR SOFTWARE, AND CUSTOMER'S ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER (WITH RESPECT TO WHICH HAMILTON.NET HAS NO LIABILITY WHATSOEVER).

ASSIGNMENT:

HAMILTON.NET may assign this Agreement to another entity without any advance consent from or notice to CUSTOMER. CUSTOMER may not assign this Agreement without HAMILTON.NET'S consent.

NO WAIVER; SEVERABILITY:

If HAMILTON.NET does not enforce any right or remedy available under this Agreement, that failure is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

MISCELLANEOUS:

If HAMILTON.NET does not enforce any right or remedy available under this Agreement, that failure is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force. This Agreement and these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Nebraska, excluding its conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to this Agreement or your use of the Service or Equipment shall be filed only in the state courts located in Hamilton County, Nebraska, or the federal court located in Lincoln, Nebraska. You further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

USER AGREEMENT:

Please refer to HAMILTON.NET'S separate User Agreement that may be accessed on HAMILTON.NET'S website [<http://www.HAMILTON.NET>].

PRIVACY POLICY:

Please refer to HAMILTON.NET'S separate Privacy Policy that may be accessed on HAMILTON.NET'S website [<http://www.HAMILTON.NET>].